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ATTORNEYS FOR AICCO, INC.

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

IN RE:	§	Case No. 08-36705-BJH-11
	§	
SUPERIOR AIR PARTS, INC.,	§	Hearing: 2/17/09 at 1:15 p.m.¹
	§	
Debtor.	§	Response deadline: 2/7/09

**MOTION OF AICCO, INC., FOR RELIEF FROM THE STAY
AND FOR ADEQUATE PROTECTION, AND BRIEF IN SUPPORT**

Notice: Response Required. The trustee (if one has been appointed) or the debtor shall file a response to any motion for relief from the automatic stay **within 12 days from the service of the motion**. The debtor's response shall include a detailed and comprehensive statement as to how the Movant can be "adequately protected" if the stay is to be continued. If the debtor does not file a response as required, the allegations in the creditor's motion for relief from the automatic stay shall be deemed admitted, unless good cause is shown why these allegations should not be deemed admitted, and an order granting the relief sought may be entered by default.

TO THE HONORABLE BARBARA J. HOUSER:

Pursuant to 11 U.S.C. 362(d), AICCO, Inc. ("AICCO"), files this Motion for Relief from the Stay and for Adequate Protection and Brief in Support to permit AICCO to exercise any and all rights it has under a Premium Finance Agreement signed by or on behalf of the Debtor,

¹Please note that AICCO is requesting that the hearing be scheduled for an earlier date. If an expedited hearing is granted, AICCO will provide further notice of the new hearing date.

Superior Air Parts, Inc. (“Debtor”), on or about September 8, 2008 (the “PFA”), made part of the lending transaction between AICCO, as lender, and Debtor as insured/borrower. In support thereof, AICCO would respectfully show this Court the following:

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334 and 157 and 11 U.S.C. §§ 361, 362, and 105.
2. AICCO is in the business of financing insurance policies. AICCO and other such lenders finance such policies by paying the premiums on such policies and requiring the insured/borrower to pay the lender back on a monthly basis. Such lenders take a security interest in amounts payable under such policies, including any unearned premiums; are appointed attorney-in-fact with the right to cancel the financed policies; and retain the right to cancel the insurance and apply all unearned premiums to the debt if the insured/borrower fails to make the monthly payments to the lender. Under paragraph 16 of the PFA, AICCO is entitled to recover its attorneys’ fees incurred in collecting the amounts owed to it.
3. The PFA, which is attached hereto as Exhibit A, includes a schedule of the policy or policies whose premiums were financed thereunder (the “Policies”). By the terms of the PFA, AICCO was granted the right to cancel the Policies and collect all unearned premiums and apply them in reduction of the debt upon a default by the Debtor.
4. In a separate provision of the PFA, AICCO was granted, as security for the payments to be made by the Debtor, the right to receive all unearned premiums or other payments under the financed policies. Under the law, AICCO’s security interests became enforceable when they were created, because transfers of interests in insurance policies are excluded from the scope of article 9 of the Texas UCC, and filing is not a requirement for perfection of a security

interest in unearned insurance premiums under the Texas Insurance Code. Tex. Bus. & Com. Code Ann. § 9.109(d)(8); Tex. Ins. Code Ann. § 651.157; *see In re Watts*, 132 B.R. 31, 32 (Bankr. W.D. Mo. 1991), and *In re Cooper*, 104 B.R. 774, 775 (Bankr. S.D.W. Va. 1989).

5. Under the terms of the PFA, the Debtor was to pay AICCO back in 10 monthly payments of \$5,971.10 due on the first of each month beginning October 1, 2008, and ending July 1, 2009.

6. The Debtor failed to make the \$5,971.10 payment due on January 1, 2009, under the PFA. The Debtor has also failed to pay a late fee of \$298.56 in connection with the unpaid installment. The Debtor is in default under the PFA.

7. With each passing day, approximately \$174.90 of premiums are earned under the Policies, and the value of the unearned premiums that serve as AICCO's collateral thus declines by the same amount. Accordingly, AICCO seeks to lift the automatic stay in order that AICCO may immediately cancel the Policies and apply all unearned premiums under the Policies in reduction of the balances due under the PFA.

8. Cause exists for granting AICCO relief from the automatic stay pursuant to 11 U.S.C. § 362(d)(1) in that AICCO does not have and has not been provided with adequate protection of its interest in the Policies.

9. AICCO is further entitled to relief from the automatic stay pursuant to 11 U.S.C. § 362(d)(2) because the Debtor has no equity in the Policies and the value of the Policies is decreasing every day the Policies remain in effect by a total of approximately \$174.90. Furthermore, the Policies are not necessary for an effective reorganization, nor is the Debtor itself susceptible to reorganization.

10. Alternatively, AICCO is entitled to adequate protection of its interest in the insurance policies. Such protection must equal the amount by which the value of AICCO's collateral is declining – approximately \$174.90 per day, or \$5,247.00 per month for a 30-day month.

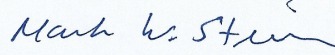
11. Moreover, because AICCO's payment of the insurance premiums is the payment of an actual, necessary cost of preserving the estate in the above-captioned bankruptcy proceeding, the payments due AICCO under the PFA, including the past-due payments giving rise to the Debtor's default under the PFA, constitute an administrative expense in the above-captioned bankruptcy proceeding under 11 U.S.C. 503(b)(1)(A).

WHEREFORE, AICCO respectfully prays that this Court (1) lift, extinguish, modify, and annul the automatic stay to allow AICCO to immediately cancel the Policies and collect and apply the associated unearned premiums against the debt or, alternatively, order the Debtor to make adequate protection payments to AICCO; (2) grant AICCO all interest, charges, costs, and attorneys' fees to which it is entitled; and (3) grant AICCO such other and further relief to which it shows itself justly entitled.

Respectfully submitted,

WARREN H. SMITH & ASSOCIATES, P.C.

By: _____



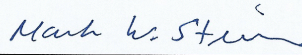
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ATTORNEYS FOR AICCO, INC.

CERTIFICATE OF CONFERENCE

I hereby certify that I discussed the requested relief with Robert Franke, counsel for the Debtor, on January 26, 2009, but was unable to reach agreement as to all relevant issues.



Mark W. Steirer

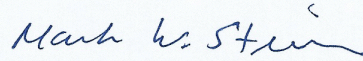
CERTIFICATE OF SERVICE

I certify that on this 26th day of January 2009, a true and correct copy of the Motion of AICCO, Inc., for Relief from the Stay and for Adequate Protection was served via facsimile transmission, with the service list and exhibits, on:

Debtor's Attorney: Stephen A. Roberts
Strasburger & Price, LLP
600 Congress Ave., Ste. 1600
Austin, TX 78701
(512) 499-3600
Fax : (512) 499-3660
Email: stephen.roberts@strasburger.com

U.S. Trustee: William T. Neary
United States Trustee
1100 Commerce Street, Room 976
Dallas, TX 75242
214-767-8967
Fax : 214-767-8971

and was served via First-Class United States Mail, without exhibits or the service list, on the parties on the service list attached to the original filed with the Court. Copies of the exhibits and the service list may be obtained from the undersigned.



Mark W. Steirer

Service List

Debtor:

Superior Air Parts, Inc.
621 S. Royal Lane, Suite 100
Coppell, TX 75019-3805

Debtor's Counsel:

Stephen A. Roberts
Strasburger & Price, LLP
600 Congress Ave., Ste. 1600
Austin, TX 78701

Office of the U.S. Trustee:

Mary Frances Durham
Office of the US Trustee
1100 Commerce Street, Rm. 976
Dallas, TX 75242-1496

Top 20 Unsecureds:

Mahle Engine Components USA
60428 Marne Road
Atlantic, IA 50022-8291

KS-Pistoes
Rodovia Arnald, Julio Mauerberg
4000 Distrito Industrial
Nova Odessa - SP Brasil
CAIXA Postal 91, CEP 13460-000

ECK Industries, Inc.
1602 North 8th Street
Manitowoc, WI 54221-0967

Airsure Limited
15301 Spectrum Drive, #500
Addison, TX 75001

Helio Precision Products
601 North Skokie Highway
Lake Bluff, IL 60044

Hartford Aircraft Products
94 Old Poquonock Road
Bloomfield, CT 06002

Crane Cams
530 Fentress Blvd
Daytona Beach, FL 32114

Ace Grinding & Machine Company
2020 Winner Street
Walled Lake, MI 48390

Genesee Stamping & Fabricating
1470 Avenue T
Grand Prairie, TX 75050-1222

Corley Gasket Co.
6555 Hunnicut Road
Dallas TX 75227

Lynden International
1800 International Blvd., #800
Seattle, WA 98188

Saturn Fasteners, Inc.
425 S. Varney St.
Burbank, CA 91502

Automatic Screw Machine
709 2nd Avenue SE
Decatur, AL 35601

AOPA Pilot
P.O. Box 973
Frederick, MD 21701

Combustion Technologies, Inc.
1804 Slatesville Road
Chatham, VA 24531

Champion Aerospace, Inc.
1230 Old Norris Road
Liberty, SC 29657-0686

Ruhrtaler Gesenkschmiede
F.W. Wengler GMBH & Co., KG
Felderstrasse 1
Witten, Germany 58456

Ohio Gasket & Shim
976 Evans Ave.
Akron, OH 44305

Gerhardt Gear
133 East Santa Anita
Burbank CA 91502-1926

Knappe & Koester Inc.
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Others:

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Nieritzstrasse 14 D-01097
Dresden Germany

Garlock-Metallic Gasket Div
250 Portwall St., Ste. 300
Houston, TX 77029

Betsy Price, Tax Assessor Collector
100 E. Weatherford
PO Box 961018
Fort Worth, TX 76196

Seal Science
17131 Daimler
Irvine, CA 92614-5508

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Dallas County Tax Assessor/Collector
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Dallas, TX 75202

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Manchester, MO 63011

Mahle Engine Components
17226 Industrial Hwy
Caldwell, OH 43724-9779

Internal Revenue Service
Special Procedures - Insolvency
P.O. Box 21126
Philadelphia, PA 19114

City of Coppell/Coppell ISD
Mary McGuffey, Tax Assessor Collector
P.O. Box 9478
Coppell, TX 75019

Kent Abercrombie
Superior Auto Parts, Inc.
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Coppell, TX 75019-3805